

Purchase of E-Books: Issues to be Considered

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ABSTRACT

New technologies create great opportunities as well as new challenges when libraries build their virtual collections. As e-book readers and other portable devices grow in popularity, collections can no longer be evaluated purely on the basis of content; their adaptability and ease of use on various platforms has to be taken to account. Collaboration between libraries, users and usability professionals is paramount in building virtual collections of the future. It is important to learn how usable the e-collections really are and what essential materials are currently incompatible with these devices. Digital rights management and technical compatibility issues should become standard considerations in all acquisition of electronic materials.

Keywords: Purchase of E-Books, E-Books, E-Books Issues, E- Resources, Information.

INTRODUCTION:

There is a big influence of technique on our daily life. Electronic devices, multimedia and computers are things we have to deal with everyday. Especially the Internet is becoming more and more important for nearly everybody as it is one of the newest and most forward-looking media and surely "the" medium of the future. Many interactions are electronic nowadays, such as email, online shopping, Internet searches for information, advertising over the Internet, personal and corporate websites, and Internet banking. Likewise e-books also most important in all aspects of getting information.

The word 'e-book' is an abbreviation of the term 'electronic book'. In other words, this is a manuscript that has been typeset for easy reading, converted into a particular format, and made available online. The user can download the e-book off the Internet and use software on your computer, or a hand-held device, to view and read the book.

An eBook is an electronic version of a traditional print book that can be read by using a personal computer or by using an eBook reader. (An eBook reader can be a software application for use on a computer, such as Microsoft's free Reader application.) Users can purchase an eBook on diskette or CD, but the most popular method of getting an eBook is to purchase a downloadable file of the eBook from a Web site to be read from the user's computer or reading device. Generally, an eBook can be downloaded in five minutes or less.

PURCHASE OF E- BOOKS

1. Subscription/ One time purchase

Subscription Mode:

In a subscription model, distributors offer access to a large database of e-book titles for a pre-determined period of time, usually on an annual basis. Unlike the perpetual access model in which libraries can retain access to e-books after the initial fee (depending on the terms), access in the subscription model terminates if the subscription is not renewed. Often, the distributors permit the library to access a particular catalog of titles, which, for example, can vary from 100 to 1,500 titles that share common subject areas. Only 53 e-books can be accessed by an unlimited number of users simultaneously, or in some cases accessed by a limited number of users per copy.

Method of Access

Most subscription-based e-books are made available through vendor-hosted databases that are accessible over the Internet or through a library's website. Not all vendors allow subscription e-books to be downloaded, although some, like Net Library, allow chapters to be downloaded or, in some circumstances, entire books for full lending periods.⁵⁷ Typically, subscription downloads are made possible by vendor software or third-party software. Adobe Digital Editions, which supports lending period limitations through DRM, is often used to regulate the amount of time that a patron spends with a file.⁵⁸ Depending on the vendor, multiple patrons may be able to access a title in a library's subscription collection at a given time. For example, NetLibrary offers "single user," "three user" and "unlimited user"

2. Subject Collections/Packages / Pick and choose

With subscription plans for e-books or audio books, the library is only paying for access for a year. The collection never actually belongs to the library. If the library needs to purchase a collection, do some research on the vendor to see how long they have been around. Will they be around in five years in the same business, hosting collections?

ISSUES TO BE CONSIDERED

1. Agreement to be signed

It is important that the person who signs the license actually has legal authority to do so. If an unauthorized person at the library signs the license, then either party may later argue that the license is invalid and does not apply to the institution it purports to bind. Some licenses include a clause to the effect that the parties to the license warrant that the signing persons have the authority to bind their institution or company. In a public library, for example, the library board will appoint an authorized signing agent or person. Your library's corporate counsel can help you in your library has authority to bind it to a legal agreement.

The person who signs the license may protect herself by asking her library for written documentation setting out that she does in fact have authority to sign the license. This may protect her should a content owner ever take legal action personally against the signing person.

2. Licensor and users (Licensee)

A licensor is the person or entity who can legally allow others to use electronic content. In license agreements, a licensor may be

- The person or entity who created and owns the content being licensed (eg. A photographer or periodical writer)
- The person or entity who has acquired ownership of the content from the actual creator of it (eg. The publisher of a database or periodical or journal)
- The person or entity who has permission (but not ownership) to license the work to libraries and others (eg. A publisher, aggregator, or vendor who makes a number of databases available for use). When licensing content from a publisher, aggregator, or vendor who does not actually own the rights to the content, you want a guarantee that they actually have the right to license you the content. This should be carefully set out in the warranty and indemnity sections of your license.
- A library may also be a licensor, for example, if the library owns the copyright to manuscripts or to a series of photographs by virtue of an employer-employee situation or an assignment of copyright. Another example of a library being a licensor is when it has obtained permission to license copyright -protected works to others.

Licensee

A licensee is the person or entity who obtains permission to use electronic content. For example, a licensee may be a library, educational institution, government department, or corporation that licenses content from the licensor.

3. Restriction on download

A typical store allows you to browse via computer or device and then purchase books which are then downloaded for viewing. The e-books themselves may be downloaded in a number of ways as shown below.

Simple download – e-books are either made publicly available or available upon registration or payment and then a link is provided which allows the requested e-book to be downloaded directly to a computer.

Apps – There are a growing number of software applications (apps) that allows us to directly search, browse and download/purchase e-books straight to our computer or device. These apps may be integrated with online desktop stores.

Email – Some e-books are emailed to you or your device and then manually added to your e-book reader software or device.

Library – Educational publishers have begun to provide some of their catalogues as e-books that staff and students can borrow like a traditional book. This method is in its infancy as there are challenges around how to lend and record usage of e-books.

4. Restriction on number of users

Some argue libraries should provide these to be sure everyone has access, not just people who can afford to buy these. When the library offers these, they must budget for them; they must load them (which is very time consuming); and offer technical support for them. How many is the right number to buy? You may never be able to buy enough. The technology on handheld players is changing so quickly, it is difficult to justify investing in devices. A popular device one month may be obsolete in six months.

Another consideration is if you will place records for e-books and audio books in your online catalog. An obvious answer might be yes, but you need to see if the vendor providing the e-books or audio books works with online systems, what online systems they work with, and if there are any extra costs to do this. In working with vendors, you may want to consider working with a vendor which offers multiple formats. Many vendors offer only one type of digital book – such as Adobe e-books, or audio books. There are a few that work with text based and audio books. Consider the problems or benefits working with more than one vendor or just one vendor.

5. Walk-in-users

Only if they are defined as “authorized users” in the license. If your library has a number of “walk in users” who will want to access the digital content, then you should negotiate for their specific inclusion in the license.

6. Copyright years- coverage

The License will state who the copyright owner is of the electronic content, and of the print content, if there is any. Some licenses may state something to the effect that copyright remains with the content owner and that the library has the right to use the content (without transfer of copyright ownership) under the terms and conditions of the license. A license is merely a permission to use copyright-protected work and is not an assignment or transfer of those rights. We are licensing to use of, or access to, specific digital content, and you do not need to own copyright in that content in order to access and use it under the terms and conditions of our license.

Also, you want to ensure that the publisher does in fact have the rights in the content that it is licensing to you. This does not necessarily mean ownership rights, as long as the licensor has the rights to license you the content.

7. MARC Records

Once libraries make a decision to invest in e-books then thought needs to be given to how the related metadata will be managed so that library users are able to find the desired resource.

Metadata records can be purchased at the same time as the e-Books. E-book publishers offer a number of alternatives in relation to the provision of metadata records. This can take the form of downloadable MARC 21 records, lists of URLs that can be inserted into OPACs or simple A-Z lists. Alternatively, libraries might decide to create their own metadata records once the e-books have been provided. This is particularly pertinent for libraries that retain a cataloguing department within the library service. That said, there is a growing trend for libraries to purchase shelf ready books.

Once the metadata record has been created the information has to be made available to users. The library might decide to create a separate e-book catalogue or incorporate the e-book titles within the main library catalogue.

AGREEMENT FORM

1. Amount paid and no. of titles

There are numerous pricing models from which content owners and libraries may choose. In some situations, the content owner/publisher may offer you more than one model to choose from. In other situations, the content owner has only one pricing model to offer you. In some circumstances, the content owner may be open to your suggestions in terms of a new and creative pricing model. Setting fees for digital licensing often focus on

a. pay-per-use

Even within these two models, there are many variations, some of which are included below.

b. Pay-Per-Use Models

- A set fee for each log-on to the online content
- A set fee for each search of the online content
- A set fee for which download of an article (Is this a printout or electronic download? This would need to be defined in the agreement)
- A fee per length of online time
- A fee per search

Subscription Models

- Subscription fees (Annual, quarterly, monthly, or otherwise) for unlimited use (i.e., allowing concurrent/simultaneous use for any quantity of content) the number of concurrent users may need to be defined (eg., Allowing five users to access the content at the same time)
- Subscription fees for limited use,
 - based on a set number of users, or size of Institution
 - based on the number of pages downloaded
 - Based on the number of workstations or computers in the library (i.e., no remote access. If the library occupies more than one physical location, this would need to be addressed in the license.)

2. Annual maintenance charges

Subscription fee (Annual) for unlimited use that is allowing concurrent or simultaneous use for any quantity of permitted uses. This model allows for less administration, since there is only one set payment per payment period (year). It may be easier for libraries to budget this set amount. Less record-keeping and monitoring are required to determine, for instance, how many pages are downloaded by a library and its patrons.

3. Access on kindle, tablet PCs, iPad

• E-book readers

All e-book file formats require software to display the contents of an e-book. The software may run on one of three platforms, Desktop (your standard computer/laptop), mobile devices (mobile phones, tablet PCs etc) and dedicated e-book readers.

- **Desktop Software readers**

E-books can be read on a computer using e-book reading software designed to display various e-book file formats. Below are just some of the popular software readers and their associated supported file formats:

Reader	Input formats	Output formats
Calibre	CBZ, CBR, CBC, CHM, EPUB, FB2, HTML, LIT, LRF, MOBI, ODT, PDF, PRC, PDB, PML, RB, RTF, SNB, TCR, TXT	EPUB, FB2, OEB, LIT, LRF, MOBI, PDB, PML, RB, PDF, SNB, TCR, TXT
Stanza Desktop	DRM-free Amazon Kindle, Mobipocket, Microsoft LIT, and PalmDoc, as well as Microsoft Word, Rich Text Format, HTML, and PDF	Amazon Kindle, Mobipocket, PalmDoc, Rich Text Format, HTML, plain text, and others
Mobipocket reader Desktop	mobipocket, plain text, PDB, Microsoft Office, EPUB, HTML	n/a (only reads files).
Adobe reader	Adobe PDF	Adobe PDF, plain text, rich text, jpeg, PNG, TIFF, HTML, .doc, XML

- **Specific e-book reader platforms**

In addition to being able to use standard computers and mobile devices, there are also dedicated e-book readers. Wikipedia has an extensive list in their 'Comparison of e-book readers' Current market leaders of e-book readers include:

Device	Screen Resolution:	Supported digital media types
Amazon Kindle	600 x 800 pixels	Supports importing of jpeg, gif, BMP and png image file types
Sony Reader	600 x 800 pixels	Supports importing of jpeg, gif, BMP and png image file types

4. Print one guard copy

Whatever we have purchased e-books, the entire soft copy of e-books has to be kept as a guard copy in main server.

5. Back up on hard disk

A copy of digital information made for recovery purposes.

6. Legal jurisdiction

If you are licensing content with a content owner from another country, you must first determine what laws apply to the license agreement. For example. If your library is in Florida and you are licensing content from a graphic artist or database publisher in British Columbia, should the laws of Florida and the United States or the laws of British Columbia and Canada apply to your agreement in the event of a dispute? When negotiating a license agreement with a content provider in another Jurisdiction –whether in another state, province, or country– you will need to determine, discuss, and possibly negotiate which laws apply to the agreement. In legal terms, this is called “Governing laws.” Under Governing law there are three areas of your license where jurisdiction may be specially named. This may be in relation to

- The Jurisdiction of law for the interpretation of the license
- The Jurisdiction of the court for submitting a claim against the other party, and
- The actual place of litigation (or in-person negotiation or arbitration).

7. Bankruptcy or Insolvency

Bankruptcy is a legal status of a person or other entity that cannot repay the debts it owes to creditors. In most jurisdictions, bankruptcy is imposed by a court order, often initiated by the debtor. Bankruptcy is not the only legal status that an insolvent person or other entity may have, and the term bankruptcy is therefore not a synonym for insolvency.

Conclusion

The reading habits has drastically come down, the percentage of readers who read to derive the pressure out of reading has been drastically reduced. Now a day's writers, speakers, and researchers read to collect the information. In general reading habits is declined. From anywhere and anytime the user can access the e-resources. For e-collection user cannot misplace, tear the sheets of the books and cannot borrow or issue to any other persons. All over world the Usage of e-books is very high, Student wanted information through mobile, television, ipad extra. Only in the year 2000, 100 billion e-books have been downloaded in to ipad in United States. An account of this trend it is predicted that the Borders, the largest book company in United States is going to face bankrupt in the coming feature. Similarly trend is observed in Great Britain as well. 400 public libraries are facing the threat of closers. Even though author best sellers have joined hands with the protestors to protect the again of these 400 libraries. The library of congress the largest library in the world with the collection exceeding 155 million documents, the collection is covered with dust on the account of the extensive use of handheld e-products. The map division of LOC has occupied large space with a collection of 63 lakhs. In the Jefferson Building, now days we come across more of tourist then the library users. Considering those who have visited the library these statistics stands at 1.6 million during 2012. Those have access LOC online for a various services the statistics for the year 2012 stand at 92 millions.

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- <http://ebass25.rhul.ac.uk/files/2013/03/Benefits-Challenges.pdf>